

SCANNED



LT1-77-20050109742-1

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND  
RESTRICTIONS

OF

ALTAIR SUBDIVISION

BEXAR COUNTY, TEXAS

COUNTY OF BEXAR     §

THE STATE OF TEXAS   §

This Declaration is made on the date hereinafter set forth by J & P  
DEVELOPMENT, L.L.C., A LIMITED LIABILITY COMPANY hereinafter referred as  
“**Declarant.**”

RECITATIONS:

1.   Declarant is the sole owner of an approximate 120 acre tract of land (the  
“**Property**”) located in Bexar County, Texas, which has been subdivided and platted of  
record is described herein and attached hereto as the Appendix.

2.   It is the desire and intention of the Declarant to apply this Declaration of  
Covenants, Conditions, Easements and Restrictions (the “**Declaration**”) to the entirety  
of a duly recorded plat in accordance with the terms of Article III below.

3.   It is the desire and intention of the Declarant that all of the Subdivision shall  
be restricted according to a common plan as to use and permissible construction, so  
that all of the Subdivision shall be benefitted and each successive owner of all or any  
part of the Subdivision shall be benefitted by the preservation of the value, character,  
and desirability of the Subdivision.

4.   Declarant desires to ensure the preservation of the values and amenities in  
the Subdivision and to provide for the maintenance of the Common Facilities, (as that  
term is defined hereafter), and to this end desires to subject the Subdivision (together  
with such additions as may be made thereto as provided herein) to the covenants,  
restrictions, conditions, easements, charges, and liens hereinafter set forth herein, each  
and all of which is and are for the benefit of the Subdivision, the owners thereof and  
subsequent Owners of Lots therein.

5.   For the efficient preservation of values and amenities in the Subdivision,  
Declarant has deemed it desirable to create an entity to which should be delegated and



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assigned the powers of maintaining and administering the Common Facilities, administering and enforcing the covenants and restrictions and collecting and distributing the assessments and charges hereinafter created.

6. ALTAIR PROPERTY OWNERSHIP ASSOCIATION has been or shall be incorporated under the laws of the State of Texas as a nonprofit corporation for the purpose of exercising these functions as to J & P DEVELOPMENT, L.L.C. and Declarant desires to subject the Subdivision and the respective Owners' property within it to the jurisdiction said ALTAIR PROPERTY OWNERS' ASSOCIATION.

7. Altair Property Owners' Association has been or shall be incorporated under the laws of the State of Texas as a non profit Corporation the purpose of exercising these functions as to Altair Subdivision and the respective Owners of property within it to the jurisprudence said Altair Property Owners' Association.

NOW, THEREFORE, Declarant declares that all of the property within the Subdivision is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, conditions, easements, charges, and liens hereinafter set forth.

## **ARTICLE 1 DEFINITIONS**

Section 1. The following words when used in this Declaration or ant Amended or Supplemental Declaration or Annexation Certification (unless the context shall profit) shall have the following meanings:

- (a) "Association" shall mean and refer to the ALTAIR PROPERTY OWNERS' ASSOCIATION, its successors and assigns as provided for herein.
- (b) "Board of Directors" shall mean and refer to the governing body of the Association the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of the Association.
- (c) "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities, may include, but not necessarily shall include not be limited to, the following: private streets and rights-of-way, private drainage culverts and facilities, subdivision entrance(s), entrance gates, esplanades, signs, landscaping, fences, walls, bridges, safety lanes, trails, or paths for jogging, walking, biking, and/or horseback riding, common areas as designated on the recorded plat and other similar or appurtenant improvements.

- (d) "Declarant" shall mean and refer to J & P DEVELOPMENT, L.L.C., and those successors or assigns to whom it transfers some or all of its rights as Declarant.
- (e) "Design Review Committee" shall mean and refer to the committee created by the Declarant pursuant to the provisions of Article VII hereof.
- (f) "Greenbelt Area" shall mean all areas designated by Declarant to be held as open space or for passive or active recreational purposes for the benefit of all Owners, including, but not limited to, the area within each Lot located between the street right-of-way and the Fence Setback Line or areas described as Green Belts on the plat or in this Declaration or in the respective Annexation Certificates. Tree's cannot be cut in the green belt, but can be trimmed or shaped, brush can be cut and shaped.
- (g) "Living Unit" shall mean and refer to a single-family residence and its ancillary buildings situated upon a Lot.
- (h) "Lot" shall mean and refer to any of the plots of land numbered lots 1 through 8 and tracts 1 through 6, inclusive, on the above described Subdivision Plat and to any numbered plots of land identified on the recorded plats of other tracts of land annexed hereto, save and except those designated as private streets, common areas or other Common Facilities.
- (i) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 1, hereof.
- (j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to or undivided interest in any Lot or portion of a Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.
- (k) "Properties" shall mean and refer to the Property (as defined in Paragraph 1 of the Recitations) and all additions to the Subdivision as are annexed hereto pursuant to the provisions of Article III, Section 2 hereof.
- (l) "Subdivision" shall mean Altair Subdivision and any other properties which subsequently are subdivide and annexed hereto in accordance with the terms of Article III, Section 2 below.
- (m) "Subdivision Plat" shall mean and refer to the map or plat ALTAIR SUBDIVISION, filed for record in the Map and Plat Records of Bexar County, Texas, and any amendment thereof upon filing of the same for

record in the Map and Plat Records of Bexar County, Texas, together with the plat of any other tract of land annexed to the Subdivision pursuant to the provisions hereof and recorded in the Map and Plat Records of Bexar County, Texas.

- (n) "Conservation Area" is set back from existing property line which is designated on the plat or map. This area cannot be cleared or tampered within any way, with the exception of the removal of trash or dead vegetation on ground, or as a point to enter or exit property. This area is to preserve the natural habitats, provide owners' with privacy, and also sound abatement. Entry points to property cannot exceed 20' or 12' of for separate entry or exit points.

## ARTICLE II

### RESERVATIONS, EXCEPTIONS, DEDICATIONS, EASEMENT

Section 1. Subdivision Plat. The Subdivision Plat dedicates for use certain private streets, common areas and easements as shown thereon. Such Subdivision Plat further establishes certain dedications, easements, limitations, reservations, restrictions, and covenants applicable to the properties. All dedications, easements, limitations, reservations, restrictions, and covenants shown on the Subdivision Plat are incorporated herein and made a part hereof as is fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereto. **By accepting a deed covering a Lot in the Subdivision, the Owner agrees to accept responsibility for the covenants contained on the Plat, insofar as they pertain to the Lot.**

The recorded Subdivision Plat of one or more units of the Subdivision contains or may contain the following dedication thereon:

"The Owner of the land shown on this plat and whose name is subscribed hereto, and in person or through a duly authorized agent dedicates to the use of the public forever all streets, alleys, parks, water courses, drains, easements, and public places therein for the purpose and consideration therein expressed."

Notwithstanding such dedicatory language on the Subdivision Plat, the Subdivision is being platted as a residential development and no streets, alleys, parks, water courses, drains, or easements which are specified on the plat to be private streets, alleys, parks, water courses, drains, or easements shall be deemed to be public.

Section 2. Damages. Neither Declarant nor the Design Review Committee nor any member of the Design Review Committee shall be liable for any damages done by and utility or service company or their assigns, agents, employees, or servants, using any easements, located on, in, under, over, or through the Properties whether now or hereafter in existence, to driveways, fences, walls, shrubbery, trees, flowers, landscaping, or other property or improvements now or hereinafter situated on, in, under, or through the Properties.

Section 3. Utility Easements. Non-exclusive perpetual easements are hereby established and dedicated upon, across, over and under and across the streets in Subdivisions and under and across a twenty (20') strip along each side, front and rear Lot line for the purpose of installing, maintaining, replacing, and repairing, or conveying, to proper parties so that they might install, maintain, replace, and repair electric power lines, whether overhead or underground and, gas, water, sewer, telephone, television, drainage, and/or any other similar utility lines, facilities, and services for the Lots in the Subdivision. The easements reserved and/or dedicated shall be for the general benefit of the Subdivision and shall be used by respective utility and/or cable companies as conservatively as possible with the least destruction and/or damage possible to trees, shrubs, grass, and other habitat. Insofar as possible, the companies using these easements shall coordinate with the management of the Owners' Association in determining the exact location of the utility lines and facilities. These easements shall ensure to the benefit of, and may be used by, any, public or private utility or cable company entering rights to such utility companies. The Declarant is in no way obligated to install any such utilities. If two or more Lots are combined for one homesite and residence is constructed on such homesite, the combined area shall be considered as one Lot for the purposes of determining the utility easements granted hereby, unless and until a second residence is constructed on the homesite, in which event the utility easement shall revert to be as originally created hereby.

Section 4. Access Easements. There is hereby established and dedicated a non-exclusive easement and right of ingress and egress across, over, and under the Subdivision for the sole purpose of installing, replacing, repairing, and maintaining all Common Facilities and utilities serving the Subdivision including but not limited to water, sewer, telephone, electricity, gas, drainage, television cable, and all appurtenances thereto. These access easements shall inure to the benefit of, and may be used by public or private utility, cable or service company entering into the Subdivision for such purposes, without the necessity of any further grant of such easement rights to such utility, cable, or service company.

Section 5. Title to Utility Facilities Reserved. Title to any Lot conveyed by contract, deed, or other conveyance shall not be held or construed, in any event, to include the title to any Common Facilities or any drainage facilities or water, gas, sewer, storm sewer, electrical light, electrical power, telephone lines, or any other pipes, lines, poles, or conduits, on or in any utility facility or appurtenances thereto, construed by or under the direction of the Declarant or its agents through, along, or upon or under any

Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Declarant.

Section 6. Common Facilities. Each Owner shall have an easement of use and enjoyment in all Common Facilities, which shall be appurtenant to and shall pass with Owner's title to the Lot Subject to Article V herein.

Section 7. Greenbelt Area License. Declarant and each Owner shall have a license of enjoyment and use over the Greenbelt Area lying between the street right-of-way and the Fence Setback Line for passive or active recreational purposes, including but not limited to walking, jogging, and horseback riding, but specifically excluding any and all motorized vehicles.

Section 8. Assumption of Risk. By acceptance of a Deed to a Lot, each Owner hereby acknowledges the native and natural qualities of the Greenbelt Areas and specifically assumes the risk for himself, his family, guests, and invitees of using these Areas and indemnifies and holds harmless the Declarant, its partners, officers, directors, contractors, employees and agents, and the respective Owners and their respective contractors, employees and agents from and against a by claims, costs, fees, expenses, damages, or liabilities that an Owner, his family, guests or invitees may suffer or incur as a result of, arising out of or related to the use of the Greenbelt Areas.

### ARTICLE III

#### PROPERTY SUBJECT TO THIS DECLARATION:

##### ADDITIONS OR MODIFICATIONS THERETO

Section 1. Existing Property. The real property which initially is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration includes Lots 1 through 8 and tracts 1 through 6, as shown on the plat filed for Records at Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Map and Plat Records in the Deeds and Records of Bexar County, Texas, as described in Paragraph 1 of the Recitations on the first Page hereof or any subsequently recorded replat of said Property, all of which real property is sometimes hereinafter referred to as the "**Existing Property**".

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration and made a part of the Subdivisions in the following manners:

- (a) Additions by Declarant. Within twenty (20) years from the date of this instrument the Declarant, its successors and assigns, shall have the right to bring additional properties within the scheme of this Declaration in

future stages of development without the consent of other members being required. Any additions authorized under this and the succeeding subsections shall be made by filing of record in the Real Property Records of Bexar County, Texas, either an Annexation Certificate and/or Amended or Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property; and the execution thereof by the Declarant shall constitute all requisite evidence of the required approval thereof. Such Annexation Certificate or Amended or Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands. In no event, however, shall any such Annexation Certificate or Supplementary Declaration revoke, modify or add to the covenants established by the Declaration as they are applicable to the Properties, unless such Amended or Supplementary Declaration is approved by the Lot Owners in accordance with the below subparagraph (d) of this Section 2.

- (b) Other Additions. The owner of any other property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Associations, must file a written submission to the Association containing the following:
- (1) the size, location, and proposed use of the proposed property;
  - (2) the nature and extent of site improvements and Common Facilities to be located on the proposed property;
  - (3) an affirmation that the proposed addition, if made, will be subject to all association assessments.

If the submission is approved in writing by two-thirds (2/3) of each class of the Members (by area), then the proponent thereof must file for record in the Real Property Records of Bexar County, Texas, an Annexation Certificate and/or Supplementary Declaration of Covenants and Restrictions covering such additional property. Either the Annexation Certificate or the Supplementary Declaration of Covenants and Restrictions must include evidence of the written approval of two-thirds (2/3) of each class of the Members (by area).

- (c) An 8.1 acre tract land (herein called the 8.1 acre tract) owned by the developer is located immediately adjacent to and South of the Altair Subdivision. The description of the property is the Albert Liebe Survey Number 912 Abstract Number 1053 Bexar County, recorded in Volume 4689, Page 404 of the official public record property Bexar County, Texas.

The owner of the 8.1 acre tract, has reserved for itself successors and assigns forever, a perpetual non-exclusive ingress and egress easement to Altair's road easement. This property its structures are existing and deemed exempt from the use restrictions and covenants on the plat. Should owner of 8.1 acre tract wishes to exercise the right to this easement, he would be subject to all section of Article VI, regarding covenants for maintenance assessments.

- (d) Amendment. This Declaration may be amended by written instrument executed by the Owners of not less than ninety percent (90%) of the Subdivision (by area). No amendment shall be effective until filed of record in the Official Public Records of Real Property, Bexar County, Texas.

## **ARTICLE IV**

### **MEMBERS AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. The Association shall have two classes of voting membership:

- (a) Class A. Class A Members shall be all those Owners as defined in Article 1, with the exception of the Declarant. Class A Members shall be entitled to a number of votes equal to the amount of acreage in which they hold the interest required for membership for Section 1 of this Article. By way of example, the Class A Member who is the Owner of a Lot comprised of 4.3 acres shall be entitled to 4.3 votes; an Owner with a Lot of 5.2 acres shall be entitled to 5.2 votes, etc. When more than one person holds such interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine; but in no event shall they jointly be entitled to more votes than a number equal to the amount of acreage in that Lot.
- (b) Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to a number of votes equal **5 times the acreage** in which it holds the interest required by Section 1, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:
  - (1) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
  - (2) On January 01, 2010.



From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to a number of votes equal to the amount of acreage in which it hold the interest required for membership under Section 1. Notwithstanding the provisions of the two (2) preceding sentences, in the event the Class B membership should cease pursuant to the above described terms, it shall be revived automatically each time additional lands are annexed to the Subdivision by the Declarant.

## **ARTICLE V**

### **PROPERTY RIGHTS IN THE COMMON FACILITIES**

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 2 and 3 of this Article V, every Member is hereby granted a non-exclusive common right and easement of ingress and egress and/or of enjoyment and use in and to the Common Facilities, and such right and Easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Facilities. The Declarant may retain the legal title(s) to the Common Facilities until such time as it has completed improvements thereon and until such time as, in the sole opinion of the Declarant, the Association is able to maintain the same. The Declarant hereby retains a non-exclusive right of easement for ingress and egress and of enjoyment and use in and to the Common Facilities, such right and easement to become effective at the time of the conveyance of the respective Common Facilities to the Association. The Declarant specifically retains a non-exclusive right and easement of ingress and egress and of enjoyment and use in and to the private streets for any purchasers of any part of the above described 120 acre tract of land, whether or not such purchasers become Owners, such easement to be appurtenant to such tract.

Section 3 Extent of Members' Easements. The rights and easements of the Members created hereby in and to the Common Facilities shall be subject to the following:

- (a) The Declarant's above described rights and easements, for so long as Declarant shall own property within the Subdivision;
- (b) The above rights and easements which may have been conveyed by Declarant to a purchaser of a part of the described 120 acre tract of land as described in Section 2 above;
- (c) The rights and easements existing or herein created in favor of others as provided for on the Subdivision Plat and/or in Article II hereof;

- (d) Title to common area to be conveyed to property association after 10 properties or 75% of Lots are sold; and
- (e) The rights of the Association, once it has obtained legal title to the Common Facilities as provided in Section 2 above, to do the following:
  - (1) To borrow money for the purpose of constructing or improving the Common Facilities in accordance with the Articles of Incorporation and By-Laws of the Association;
  - (2) To take such steps as is necessary to protect the Common Facilities against foreclosure;
  - (3) To suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid and for any period during which the Owner is in violation of any published rules and regulations of the Association or the Design Review Committee.
  - (4) Should assessments be stated in this section, they will be \$200.00 per property. Due to the small size of development, owners who purchase two contiguous properties to become one are required to pay assessments for each property;
  - (5) To dedicate or transfer all or any part of the Common Facilities to any public or private agency, authority, utility company or other entity for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members.

## **ARTICLE VI**

### **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be charged on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter

provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time the obligation accrued.

Section 2. Purpose of Easement/Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the Members, and in particular, for all the improvement, maintenance, and operation of the Common Facilities and providing services related to the use and enjoyment of the Properties by the Members.

Section 3. Basis of Annual Assessments. The annual assessment for both improved and unimproved Lots shall be determined by the Board of Directors in the manner provided for herein, after determination of current costs of maintenance and operation and anticipated needs of the Association during the year for which the assessment is being made. An assessment presently \$200.00 per property, pro-rated to the actual closing date will be charged upon closing and thereafter annually on a date established by Board of Directors.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments provided for in Section 3, the Association may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on or which is a part of the Common Facilities, provided that any such assessments shall have assent of two-thirds (2/3) of the votes of each improved Lot Owner who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all improved Lot Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Annual Assessments. Subject to the limitation of Section 3 hereof, the annual assessment may be adjusted by majority vote of the Board of Directors, but shall not be increased by more than ten percent (10%) above that of a previous year without a vote of the membership. Any increase in the annual assessment of more than ten percent (10%) above that of a previous year shall require approval of two-thirds (2/3) of the votes of each class of Members voting at a meeting duly called for this purpose, written notice of which shall be sent to all Owners, at the address of such Owners as reflected in the records of the Association, at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

At the first meeting called the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting

may be called, subject to the notice requirements set forth in Sections 4 and 5 hereof, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than forty-five (45) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of January of each year. Assessments will be due upon closing and prorated by Month to January 1<sup>st</sup> following year. The assessments for each calendar year shall be collected as the Board of Directors of the Association shall determine. The due date of any special assessment under Section 6 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. In January of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for such years and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall then be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect Non-Payment of Assessments: The Lien: Remedies of the Association. If the assessments are not paid on the date due, then such assessment together with interest thereon and cost of collection thereof as provided herein, shall become delinquent and shall become a continuing lien on the Lot. If the assessment is not paid within (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum or the Maximum rate allowed by applicable law, whichever is greater, or at such lesser rates as may be set by the Board of Directors from time to time; and the Association may bring an action at law against the Owner to pay the same or to foreclose the lien against the Lot. There shall be added to the amount of such assessment's all reasonable expenses of collection, including the costs of preparing and filing the complaint, reasonable attorneys' fees and costs of suit.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots; provided, however, such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagor from personal liability for payment of such delinquent assessment and additional

charges as provided herein above. Such sale or transfer shall not relieve the new Owner of such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exemptions: Lots 1 and 2. Lots 1 and 2 have their own entry points or easements on Scenic Loop Road and are not dependent on the main roadway for access. Being that these two properties are platted with, insulated by, and protected by the Covenants and Restrictions for Altair, the following adjustments were made: Lots 1 and 2 will be exempt from Article VI, Section 4, with regards to Special Assessments for Capital Improvements. However, they are subject to the normal annual assessment based on \$200 per year as stated in Article VI Sections 1 thru 10.

## **ARTICLE VII**

### **DESIGN REVIEW COMMITTEE**

Section 1. Approval of Plans and Specifications. No building, structure, fence, wall, well, septic tank system, landscaping, recreational facility of any kind, or other improvements shall be commenced, erect, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the detailed plans and specifications thereof shall have been submitted to the Committee and approved in writing by the Committee as to the harmony of external design; location of structure(s); compliance with minimum standards in relation to property lines, easements, grades, surrounding structures, walks, topography, and all other matters as delineated herein.

Section 2. Membership of Design Review Committee. The Design Review Committee shall be comprised of no less than three (3) no more than five (5) persons, none of whom shall be required to be Members of the ALTAIR PROPERTY OWNERS' ASSOCIATION. The initial membership of the Committee shall be John H. Jewett, Sandra G. Jewett, Joseph A. Panella, and Pamela M. Panella. In the event there is a vacancy in the Committee and Declarant fails to appoint a member to fill that vacancy, the Board of Directors of the Association may fill such vacancy by appointment to the Committee, provided it shall first give thirty (30) days written notification to Declarant of its intent to do so and further provided the vacancy or vacancies in Committee membership are not cured by designation of Declarant within such thirty (30) days.

Section 3. Actions of the Design Review Committee. The Design Review Committee may, by written resolution, unanimously adopted, designate one (1) or two (2) of its members or an agent acting on its behalf to take any action or perform any duties for and on the behalf of the Design Review Committee. In the absence of such designation, the vote of majority of all of the members of the Design Review Committee taken without a meeting shall constitute an act of the Committee.

Section 4. Adoption of Rules and Guidelines. The Design Review Committee may adopt such procedural rules and/or substantive codes and guidelines, not contrary

to this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, fire code, housing code, or other code as may seem desirable. In addition, the Committee has the right to develop a set of "Master Design Guidelines" in order to clarify and/or build upon the standards herein and further define architectural and landscaping standards in the spirit of the Subdivision, which the Committee in its sole discretion shall determine.

**Section 5. Submission of plans and Specifications.** All plans and specifications submitted to the Design Review Committee must be dated and receipted by a member of the Committee or a Committee-designated recipient. The submittal to the Committee shall include a site plan, with pertinent legal description, the "Conservation Area", the Greenbelt Area, the "Improved Area" or "Building Envelope", and the "Fence Setback Line" as those areas are defined herein or the record plat, as well as any other setbacks or easements; a roof plan, floor plan, all four elevations as well as other facts and information from the Owner which the Committee in its sole discretion deems relevant. All plans shall be submitted, even if previously approved on other Lots. Landscape Plans must be submitted for Committee approval before any landscape improvements begin, but may be submitted after architectural submissions. In the event said Committee fails to approve or disapprove such plans within thirty (30) days after the plans and specifications have been receipted by it, approval will be deemed. The Committee may postpone review of the plans until all information requested by the Committee has been submitted. The Design Review Committee shall have the sole authority for determining whether proposed structures, landscape elements and/or modifications of proposed structures comply with applicable covenants, conditions, and restrictions, and are in harmony of design with other existing structures and the overall development plan for Subdivision. The Committee's objective is to prevent unacceptable, unusual, radical, uncommon, curious, odd, extraordinary, bizarre, or peculiar designs in material or appearances' from being built on, in and/or within the Properties and, to the extent possible, ensure the harmonious development of the Properties in conformity with the development plan and any adopted design guidelines. The Committee shall consider and act upon any plans and specifications submitted pursuant to this Declaration and may perform such duties from time to time as may be requested by the Board of Directors, including inspection of construction in progress to ensure that construction complies with the approved plans. The Committee, however, shall not be responsible for the reviewing of any proposed improvement, nor shall the Committee's approval of plans and specifications be deemed to assure habitability, safety, soundness or correctness of construction, or that the improvements comply with any building or other codes of governmental regulatory authorities. Furthermore, the Committee is not required to check for compliance or to police or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements.

**Section 6. Limitations of Liability.** There shall be no review of any action of the Design Review Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee,

or any of its members, be subject to suit by anyone for damages. Neither Declarant, the Design Review Committee, nor any member thereof, nor the Board, nor any director thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising or in any way connected with the performance of Declarant's, the Design Review Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of Declarant, the Design Review Committee or its members or the Board or its members, as the case may be. Neither Declarant, the Design Review Committee nor the members thereof shall be liable to any Owner due to the construction of any improvement within the Property.

**Section 7. Construction Regulations.** In order to assure that the natural landscape of Altair Subdivision is not unduly damaged during construction, the following Construction Regulations shall be made a part of the construction contract documents for each residence or other improvements constructed on a Lot. All Contractors and Owners shall be bound by these Regulations and any violation shall be deemed to be a violation by the Owner of the Lot.

- (a) **Monitoring During Construction.** Building sites shall be monitored during the construction of any improvements to the Lot by the Design Review Committee and/or the Directors of the Association. Violations of the Construction Regulations will be reported to the Board of Directors of the Association, which will send a letter to the Contractor and/or Owner involved.
- (b) **Occupational Safety and Health Act Compliance (OSHA).** All applicable OSHA regulations and guidelines must be strictly observed at all times.
- (c) **Building Envelope.** To protect the natural area of a Lot from damage due to construction operations; a permanent ribbon, chain or fence shall be installed to completely enclose the construction site (the "Building Envelope"). No construction of any kind is allowed outside the Building Envelope. The Design Review Committee encourages protecting as much of the natural landscape as possible. Accordingly, the Building Envelope shall be the minimum area needed surrounding the improvements being constructed to allow for access of construction. The Building Envelope shall have a single entrance located at the driveway entrance.
- (d) **Debris and Trash Removal.** Trash and debris shall be removed from each construction site frequently and shall not be permitted to accumulate. Contractors shall clean up all trash and debris on the construction site at the end of each week. Lightweight materials, packaging, and other items shall be covered or weighted down to prevent their being blown off the construction site. Contractors are prohibited from dumping, burying, or burning trash anywhere on the Subdivision except as expressly permitted



by the Design Review Committee. During the construction period, each construction site and the route to and from the construction site shall be kept neat and clean, and shall be properly policed to prevent it from becoming a public eyesore or affecting other Lots or any open space or Common Facilities. Unsightly dirt, mud, or debris from activity on each construction site shall be promptly removed and the general area cleaned.

- (e) Sanitary Facilities. Each Contractor shall be responsible for providing adequate sanitary facilities for his construction workers.
- (f) Parking Areas. Construction crews shall not park on, or otherwise use, other Lots or any open space of Common Facilities. Private and construction vehicles and machinery shall be parked only within the Building Envelope or in areas designated by the Design Review Committee. All vehicles shall be parked so as not to inhibit traffic.
- (g) Design Review Committee Traffic Regulations. Each Contractor shall be responsible for its subcontractors and suppliers obeying the speed limits posted within the Properties. Fines will be imposed against the Contractor and/or its Contractor's Bond for repeated violations. Adhering to the speed limits shall be a condition included in the contract between the Contractor and its subcontractors/suppliers. Repeat offenders may be denied future access to the Properties by the Committee.
- (h) Conservation of Landscaping Materials. Contractors are advised that the Lots, open spaces and Common Facilities of Altair Subdivision contain valuable native plant and other natural features, such as topsoils. It is imperative that these resources be protected during construction.
- (i) Excavation Materials and Clearing Debris. Excess excavation materials and clearing debris (brush and trees) must be hauled away from the properties.
- (j) Lot Clearing. It is strongly recommended that all Lot clearing be accomplished using manual labor instead of heavy equipment which will disturb the natural aspects of the land. No track mounted equipment is allowed. Building foundation areas may be cleared with heavy equipment to accomplish the removal of tree stumps.
- (k) Restoration or Repair of Property Damages. Damage and scarring to any of the Properties, Common Facilities, open space or other Lot, including, but not limited to, roads, driveways, concrete curbs, gutters, utilities, vegetation and/or other improvements, resulting from construction operations, will not be permitted. If any such damage or scarring occurs, it must be repaired and/or restored promptly and any related expenses



shall be borne by the Contractor. In the event of default by the Contractor in meeting these obligations, the Lot Owner who retained the Contractor shall be responsible.

- (I) Miscellaneous and General Practices. All Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, employees, builders, Contractors and subcontractors while on the premises of Altair Subdivision. The following practices are specifically prohibited:
- (i) Changing oil on any vehicle or equipment on the site itself or at any other location within the Subdivision other than at a location, if any, designated for that purpose by the Design Review Committee;
  - (ii) Allowing concrete suppliers, plasterers, painters, or subcontractors to clean their equipment anywhere but at the location designated, if any, for that purpose by the Design Review Committee.
  - (iii) Removing any rocks, plant material, topsoil, or similar items from any property of others within the Subdivision, including other construction sites;
  - (iv) Carrying any type of firearms within the Subdivision;
  - (v) Using disposal methods or equipment other than those approved by the Design Review Committee;
  - (vi) Careless disposal of cigarettes and other flammable material. At least one 10-pound ABC rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times (this fire extinguisher requirement shall be considered the absolute minimum but in no manner whatsoever shall this requirement relieve the contractor from his duty to exercise good judgment and safe practices, nor shall this requirement impose any liability upon the Association, its members or the Developer);
  - (vii) Careless treatment or removal of protected plant materials or plants not previously approved for removal by the Design Review Committee.
  - (viii) No pets, particularly dogs, may be brought in the Subdivision by construction personnel. In such event, the Design Review Committee, the Board of Directors of the Association, or the

Declarant shall have the right to contact authorities to impound the pets, to refuse to permit the Contractor or subcontractor involved to continue work on the project, or to take other action as may be permitted by law, the Design Review Committee Guidelines, or this Declaration; and

- (ix) Catering trucks will be permitted. Trash generated by the purchase of items from these trucks and from construction practices shall be contained and disposed properly. Repeated problems with these requirements could result in the trucks being denied admittance to the Subdivision.
- (m) Construction Access. The only approved construction access during the time a residence or other improvement is under construction will be over the approved driveway for the Lot, unless the Design Review Committee approves an alternative access point. In no event shall more than one construction access be permitted onto any Lot.
- (n) Dust and Noise. The Builder shall be responsible for controlling dust and noise, including, without limitation, music from the construction site.
- (o) Construction signage. Temporary construction signs shall be limited to one sign per Lot, not to exceed six square feet of total surface area. The sign shall be free standing within the Building Envelope, and its design and location shall be subject to the review and approval of the Committee.
- (p) Other Matters. All matters requiring approval of the Master Design Committee, whether or not specifically addresses' hereinabove or herein below, shall require that such approval be in writing. The date of such submission shall be evidenced by a receipt from one of the Committee members. In the event the Committee fails to approve or disapprove any such matters within thirty (30) days after written submission thereof to the Committee (as evidenced by the dated receipt from a member of the Committee), approval will not be required, and the requirement that such approval be obtained shall to have been fully complied with.

Section 8. Set Back & Conservation Areas.

- (a) The following matrix of set back footages shall apply to the identified lots and tracts:

| Lot/Tract | N      | E             | S      | W      |
|-----------|--------|---------------|--------|--------|
| Lot 1     | 60     | 100           | 50     | 100    |
| Lot 2     | 50     | 100           | 50     | 100    |
| Lot 3     | 50     | 100           | 50     | 75     |
| Lot 4     | 100    | 50            | 75 CE  | 50     |
| Lot 5     | 100    | 50            | 75 CE  | 45 CE  |
| Lot 6     | 50     | 50            | 50     | 50     |
| Lot 7     | 75     | 75 Same<br>50 | 75     | 50     |
| Lot 8     | 75     | 45 CE         | 100    | 50     |
| Tract 1   | 25     | 100           | 35     | 35     |
| Tract 2   | 100    | 100           | 35     | 100    |
| Tract 3   | 100    | 100 CE        | 75     | 100    |
| Tract 4   | 75     | 35            | 35     | 100    |
| Tract 5   | 35     | 100           | 100 CE | 100 CE |
| Tract 6   | 100 CE | 100 CE        | 35     | 30     |

- (b) The following matrix of Conservation Areas (in feet) shall apply to the lots and tracts as identified:

| Lot/Tract | N     | E                                    | S     | W     |
|-----------|-------|--------------------------------------|-------|-------|
| Lot 1     | 35    | 75                                   | 30    | 50    |
| Lot 2     | 30    | 75                                   | 30    | 50    |
| Lot 3     | 30    | 75                                   | 30    | 50    |
| Lot 4     | 50    | 30                                   | 40 CE | 25    |
| Lot 5     | 50    | 25                                   | 40 CE | 35 CE |
| Lot 6     | 35    | 35                                   | 35    | 35    |
| Lot 7     | 35    | 50' Adj to lot 6<br>25' Adj to lot 5 | 50    | 50    |
| Lot 8     | 50    | 35 CE                                | 50    | 50    |
| Tract 1   | 25    | 50                                   | 35    | 35    |
| Tract 2   | 60    | 50                                   | 35    | 50    |
| Tract 3   | 60    | 60 CE                                | 30    | 50    |
| Tract 4   | 30    | 35                                   | 35    | 50    |
| Tract 5   | 35    | 50                                   | 60 CE | 60 CE |
| Tract 6   | 60 CE | 60 CE                                | 35    | 30    |

\* (CE) is from center of easement or road. Adjustments or variances can be made if approved by Design Review Committee.

## ARTICLE VIII

### USE RESTRICTIONS

Section 1. Residential Use. The Properties shall be used only for the development of private single family residences and buildings appurtenant thereto and Common Facilities serving the Owners and residents thereof, as approved by the Design Review Committee.

Section 2. New Construction Only, Etc. Any and all structures, fences, walls, recreational, facilities or other improvements erected, altered or placed on any portion of the Properties shall be of new construction conforming to the City of San Antonio Building Codes and shall be built in place as approved by the Design Review Committee. Except as provided in Section 9 of this Article, no structure of a temporary character, including, but not limited to, trailers, mobile homes, tents, or shacks shall be allowed on any basis.

Section 3. No Nuisances. No noxious, offensive, undesirable or unlawful activity shall be conducted upon any portion of the Properties nor shall anything be done or permitted to be done thereon which may be or may become a nuisance or annoyance to the Owners' adjacent Lots or to the Subdivision as a whole. Nor shall an Owner's, resident's or other party's use of the Properties, or any portion thereof, whether same be a Lot, part of the Common Facilities or otherwise, endanger the health or disturb the reasonable enjoyment of any other Owner or resident or visitor of or to the Properties. Any determination by the Committee that an activity is noxious, offensive, undesirable, unlawful or a nuisance or annoyance shall be final and binding on all parties.

Section 4. No Off-Road Vehicles. The use of any unlicensed vehicle on road easement, or common facility is expressly forbidden. Those to specifically include but not limited to, dirt bikes, ATV's, go carts, motorcycles, etc.

Section 5. Permitted Use. Only one private single-family residence may be constructed or otherwise placed upon any one Lot. A private single-family residence may be comprised of several buildings, including, but not limited to, a garage, a barn, a pool house, a gazebo, a guest-house, and/or any other out-buildings ancillary to the main house, subject to the approval of the Design Review Committee. The terms "residential purposes" as used herein shall be held and construed to exclude any business, commercial or industrial use, apartment house, and hospital or clinic uses, and such excluded uses are hereby expressly prohibited. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants nor prevent domestic servants from being domiciled with an owner or resident. No above ground swimming pools will be allowed unless approved by Design Review Committee. Home based business such as internet or telephone shall be allowed so long as they do not contribute to traffic or other nuisances. Any request must be approved by Design Review Committee

Section 6. Maximum Height. No building or structure erected, altered or placed on, or within the Subdivision shall exceed thirty-five (35') in height (measured from the lowest natural grade against the foundation to the topmost part of the roof), subject, however, to the approval of the Design Review Committee. All applicable governmental ordinances, regulations, and statutes with respect to the maximum height of building and structures shall be complying with at all times.

**Section 7. Minimum Area.** No residence shall contain less than one thousand nine hundred and fifty (1,950) contiguous square feet of living area, unless otherwise approved in writing by the Design Review Committee. Such minimum area requirements shall be exclusive of open or screened porches, terraces, patios, driveways, carports, garages. On two story homes the 1<sup>st</sup> floor requirement is a minimum of 1400 sq. ft.

**Section 8. Maximum Area.** No residence shall contain more than five thousand (5,000) contiguous square feet of living area unless otherwise approved by the Design Review Committee. On tracts 1 thru 6, the composite of all building improvements under roof shall not exceed .02% of total square footage of any one property unless approved by the Design Review Committee. (Example: 10 acres would be 8,712 sq. ft) On lots 1 thru 8, the composite of all building improvements under roof shall not exceed .025% of total square footage of any one property unless approved by the Design Review Committee. (Example: 5 acres would be 5445 sq. ft.). The concept for Altair is and will be to preserve the natural habitat and beauty of the property which made it desirable in the first place.

**Section 9. Buildings Setback Lines.** Building set back lines, conservation area, or green belt areas are located on plat and survey area. Due to elevation and location each property may have varying set backs designed accordingly. If a residence is constructed on a homesite consisting of more than one (1) Lot, the combined area shall be considered as one (1) Lot for purposes of this provision. The Committee, in its sole discretion, may grant variances to the setback requirements if the prescribed distances are not feasible and the setback lines may be reduced without adversely affecting the integrity of the Subdivision. Alternately, the Committee in its sole discretion may increase the setback requirements for the protection of environmental features or because of geographical or topographical features.

**Section 10. Re-Subdivision.** No lot may be re-subdivided or conveyed or encumbered in a size less than the full dimensions shown on the originally recorded plat of the Subdivision. In the event two (2) or more Lots are consolidated into one (1) homesite, such consolidated homesite may not be re-subdivided or conveyed or encumbered in sizes less than the dimensions reflected on its component Lots on its original plat.

**Section 11. Necessary Temporary Facilities.** Notwithstanding the other provisions of this Article VIII, Declarant reserves unto itself the exclusive right to erect, place, and maintain temporary facilities and signage in or upon any portions of the Properties. Additionally each Owner shall have the right to erect, place, and maintain on his Lot such temporary facilities as may be necessary or convenient for construction of a residence thereon. Any temporary facilities used for purposes of storage of building materials or construction debris shall be placed or located in such manner that they are invisible from the Common Facilities, or any part thereof. These are allowed only during periods of residential construction.

Section 12. Animals. Horses, goats sheep or other livestock as approved by the Design Review Committee, and normal household pets may be kept on a Lot, except that the maximum number of livestock shall be limited to one (1) head per one and one-half (1 and 1 / 2) acres. Swine, hogs, or pigs are expressly prohibited. Any animal or poultry raised for an FFA, 4-A, or similar organization or for a school project may be bred and kept on a Lot, if first approved in writing by the Design Review Committee. No animals nor poultry may be kept on a Lot, however, unless they are restricted to the Lots of their respective owners by fences or other enclosures or restraints and not allowed to run at large; nor may they be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor, or noise, or if overgrazing results. If a question arises as to whether an animal or poultry (individually or considered together) is offensive or a nuisance, or as to whether overgrazing is occurring, the Design Review Committee shall be final and binding on all parties. It is specifically understood and agreed that the owners of any livestock or pets kept on any Lot, shall be strictly liable for any damages done to the property or person of any third party by such livestock or pets which may occur. Properties with less than 10 acres will be restricted to household pets with the exception of animals or poultry raised for FFA, 4H, or similar organizations or school project unless approved in advance by the Design Review Committee.

Section 13. Accumulation of Trash and Rubbish. Except as provided in Section 9 of this Article, no trash, rubbish, garbage, manure, or debris of any kind shall be dumped or permitted to accumulate on any portion of the Properties. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids, and, except as necessary for purposes of effecting garbage pickup, said containers shall be kept in an area of the Lot adequately screened from view by planting or fencing and shall be subject to the approval of the Design Review Committee. Screening shall be sufficient to render such materials and/or receptacles invisible from the common areas and roadways.

Section 14. Antennas. No visible television or radio antennas shall be placed, allowed or maintained on any Lot or on any structure located on any Lot or on any other portion of the Properties. Any satellite dishes visible from other Lots or Common Facilities must be fully screened on a year-round basis. This screening must be effectively eliminate the visibility of such "dishes" from all other Lots and Common Facilities and must be approved my the Design Review Committee.

Section 15. Outside Parking and Storage. No boat, trailer, camping unit, or self propelled or towable equipment or machinery of any sort shall be parked for storage on any Lot except in a closed garage or in an area adequately screen by planting or fencing so that such item cannot be viewed from any other Lot or Common Facility, nor shall any truck, camper, boat, trailer, equipment or machinery be parked in front of any residence along or within the street right-of-way at any time. The Board of Directors are empowered to establish such additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property, both on Lots and in Common

Facilities, as either may from time to time deem necessary to ensure the preservation and appearance of the Subdivision; and such rules and regulations shall be in all respects binding on and enforceable against Lot Owners, provided, however, no such additional rules or regulations shall be in any manner revoke or relax any of the restrictions in use set forth in this Section. During the time of construction, all necessary construction vehicles may be parked thereon for and during the time of such necessity, however all construction vehicles shall park within the Improved Area of the Lot and shall be prohibited from parking along or within the street right-of-way.

Section 16. Landscaping/Site Improvements. All landscaping in view from any street, Common Facility, or from another Lot shall utilize only native vegetation as recommended by the National Wildflower Research Center in their publications "Recommended Species for South Texas" and "Recommended Species for Central Texas". Any species not contained therein may not be planted or installed without written approval from the Design Review Committee. All statuary, mailboxes, house numbers, sidewalks, driveways, lighting, or other improvements on any Lot which are not concealed from view from every other Lot and from the streets and other Common Facilities, must be harmonious and in keeping with the overall character and aesthetics of the Properties. All landscape plans and plans for other improvements on a Lot shall be submitted to the Design Review Committee for its approval or disapproval, prior to the construction, alteration, and/or placement of such items.

- (a) Conservation Area. The Conservation Area must remain entirely in its natural state, without clearing underbrush or adding plant life of any kind. These small areas carry the most stringent limitations for landscaping on the Lot. This Area has been created to provide undisturbed habitat for wildlife, but also to give each Lot a visual and noise barrier from its neighbors.
- (b) Protecting and Preserving Plants. Care should be taken to protect all plants within the Properties, therefore, all improvements should be sited to avoid existing trees.
- (c) Site Work. Each owner is encouraged to be creative in the design process and to alter the site as little as possible from its original native condition, protecting existing water, shed, and drainage ways. Structures should be limited to the area on the site where drainage, soil, and geological conditions will provide a safe foundation.
- (d) Equipment. Track mounted equipment may be used only as required with the advance approval of the Design Review Committee. Damaged vegetation (which includes the ground surface) shall be immediately replaced and/or repaired at the expense of the owner. Damaged vegetation that is not replaced in a timely manner may be installed by the directive and action of the Master Design Committee at the expense of the Owner.



Section 17. Mining and Drilling. No oil or natural gas drilling, oil or natural gas or mineral development, oil refining, quarrying, or mining operations of any kind shall be permitted upon any portion of the Properties; nor shall oil or natural gas wells, tank or tunnels, or mineral excavations or shafts be permitted upon, in or within any portion of the Properties. No derricks or other structures for use in the boring or drilling or for oil, natural gas or minerals shall be erected, maintained or permitted upon, in or within any portion of the Properties.

Section 18. No outside toilets shall be used, constructed or permitted, except temporarily, facilities used only during the construction process. No installation of any kind for disposal of shall be constructed or maintained which would result in untreated or septic tank drainage being drained onto or into any part of the Subdivision. No means of disposal may be installed, used or maintained except a septic tank or a similar or improved means of sanitary disposal which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No structure placed upon a Lot shall be used until sanitary disposal facilities complying with this paragraph have been completely finished. The Committee shall have the right, but not the obligation, to specify the location, orientation, and drainage fields of any such means of sanitary disposal, subject to the approval of all governmental authorities having jurisdiction thereof. Septic tanks and Septic fields shall not be located within one hundred and fifty feet (150') of the water well, nor within fifty feet (50') of a boundary line of an adjacent Lot. This requirement is minimal only and shall never act to supplant more stringent requirements by the appropriate governmental authorities. The Design Review Committee, in its sole discretion, may grant variance to the setback distance required if the prescribed setback is not feasible and such variance does not adversely affect an adjacent Lot.

Section 19. Hunting and Firearms. No hunting, including, but not limited to, bow hunting shall take place within the Subdivisions. No rifles, shotguns, pistols, or other firearms may be discharged within the Subdivision at any time.

Section 20. Lot Consolidation. Any owner owning two (2) or more adjoining Lots. or portions of two (2) or more such Lots, may with the prior approval of the Design Review Committee, consolidate such Lots or portions thereof into a single building site for the purpose of construction one residence and such other improvements as are permitted herein.

- (a) Brick will not be allowed as a primary veneer or surface finish as it is compatible with the native Texas Landscape. However, it can be used as accenting with native rock if approved by the Design Review Committee. Native rock preferably of a darker color is highly recommended. Sisterdale cream and white limestone are not recommended because their bright color, but will be looked at on an individual basis by the Design Review Committee.

**Section 21. Fencing.** Common cement fences, cinder blocks, chain link fences are specifically prohibited, except that chain link fencing may be used for dog kennels or sport courts with the advance written approval of the Design Review Committee. All fencing must be maintained in an altogether neat and orderly appearance, or be removed from the Lot. Fencing along the street frontage of the Lot must be placed on or behind the Fence Setback Line pursuant to section 28 hereof. All perimeter fences shall be only the following types of "ranch" fencing. No "deer proof" perimeter fencing or any fencing with height above 56" shall be permitted which restrict the movement of the habitat of wildlife. All fences shall be constructed behind the form elevation of the residence. Plans for fencing must be submitted to the Committee for approval or disapproval.

- (b) Lot perimeter fencing shall consist of the following:
  - (1) Corner posts must be steel pipe with a diameter of 2 7/8" to 3 1/2" and an "H" brace archway at all corners and at all gates. Metal tee posts shall be used between all corner posts and between all in line pipe "H" braces. Tee posts shall be spaced on 10 foot minimum centers. In lieu of tee posts, metal pipe is allowed using the same diameter as the corner posts. Tee pots shall be green.
  - (2) All fence wire fabric shall consist of heavy gauge wite and shall be galvanized. All wire fabric shall not exceed 56" in height. Wire fabric must consist of either a 3 inch "Vee" mesh or a 2" by 4" rectangular mesh.

**Section 22. Building Materials.** Building materials and architectural guidelines have been established to create a harmonious residential community. Guidelines have been established for such items as, but not limited to, exterior construction, finishes, roofing materials, roof pitch, driveways, windows, porches, paving materials, and building massing. All construction must be in accordance with the following guidelines, unless other wise approved in writing by the Committee:

- (a) **Masonry Requirements.** A minimum of 75% of the primary residence must be construed of rock, brick, stucco, or masonry products. Other materials of a unique nature may be approved by Design Review Committee on an individual basis.
- (b) **Exposed Foundation.** Minimum 8" or as regulated per code. We prefer exposure of slab not exceed 36" however each plan and site plan will be reviewed by Design Review Committee on individual basis.
- (c) **Roof.** The roof shall not exceed 12:12 pitch. Flat roofs are allowed provided they are not built of gravel, but of the membrane or welded seam

variety. Metal roofs will be at least 26 gauge and painted natural earth tones. Slate or ceramic tile roofs will be natural or earth tone in color. Composition roofs must be approved on a case by case basis depending on architectural style and color of the roof. A composition roof must be at least 300 lb. dimensional shingle and at least 5 to 12 pitch. Bright or inappropriate colors should not be used.

- (d) Colors. Green, earth tone colors ranging from creams to light browns and taupe are recommended. Other colors to be approved on a case by case basis. Bright color and high contrasting colors should be avoided. All colors to be approved by Design Review Committee
- (e) Accent Colors. Accent colors on front doors, window sash and screens or other incidental elements are permitted as long as, in the opinion of the Master Design Committee, the accent does not overwhelm the building's basic color or create a visual distractions from the street, adjacent Lot, or Common Facilities.

Section 23. Signage. No advertising signs or billboards of any kind shall be displayed to the public view on any portion of the Properties, except that one (1) sign of not more than six (6) square feet may be used by an Owner to advertise a residence located on, in or within the Properties for sale or rent, or by a builder to advertise a residence within the Properties for sale during the construction and sales period, or by the Declarant pursuant to Section 9 hereof. All such signs to be subject to the approval of the Design Review Committee as to size, appearance, design, and location. Nothing in this provision be deemed to prohibit the posting of any safety, advisory, or warning signage or traffic controls signage recommended by the Declarant or the Association, and such signage to be subject to the approval of the Design Review Committee as to size, appearance, design, and location.

Section 24. Entrance Roadways. The Owner of any individual Lot or Lots shall construct or cause to be constructed, at his or their own expense, an entrance driveway approved by the Design Review Committee. All entrance driveways shall be a minimum of twelve feet (12") wide with a maximum of sixteen feet (16") at the entrance to the street. Freestanding site walls, bollards, planters, or gate posts may be allowed at the driveway entrance, as long as the improvements are a minimum of twenty-five feet (25') from the roadway right-of-way. No driveway entrance shall be designed as a "drive under" using beams or arches spanning the driveway, and no driveway entrance feature shall exceed six feet (6') in height and fifty (50') in width along the street or twenty-five feet (25') from either side of the centerline of the driveway. Only one driveway entrance will be permitted for each Lot. A secondary entrance may be considered by the Design Review Committee at its sole discretion. Drives which cross a Recharge Feature Easement shall abide with the regulations of the Texas Natural Resource Conservation Commission and the approved Water Pollution Abatement Plan. Entranceway and drive designs/materials are subject to the approval of the Design Review Committee. All entrance features shall not exceed six feet (6') in height.

It is desired that all entrance driveways remain consistent with regards to style, material and construction as the main entry and wall of Altair. Variations of design can be done if approved in writing by Design Review Committee. Matching Architectural Caps are available at cost from J & P Development.

**Section 25. Water Well.** Any water well drilled on the Lot must be located at least one hundred feet (100') from any boundary line to another Lot, so as not to encroach the placement of a septic tank or septic field on another Lot. Also, a water well cannot be placed within one hundred and fifty feet (150') of a septic tank or septic field. **The water well shall be drilled and tested prior to the commencement of construction of any improvements on the Lot.** This requirement is minimal and not intended to supplant any requirement promulgated by the appropriate governmental authority.

**Section 26. Electric Connection Limitation.** Any unit within the Subdivisions that is being served with underground electricity must locate the main residence within three hundred (300') of the transformer assigned to serve the residence. Longer distances may be approved by the utility company on a case by case basis depending on the electric load required by the residence.

**Section 27. Fence Setback Lines.** No perimeter fence of a Lot shall be built closer than twenty-five feet (25') to any adjacent street right-of-way lines, the property between the street right-of-way line and the Fence Setback Line shall be a Greenbelt Area and subject to Article II, Section 7 hereof. Declarant and each Owner shall have a license of enjoyment and use over the Greenbelt Area Line between the street right-of-way and the Fence Setback Line for a passive or active recreational purposes, including but not limited to walking, jogging, and horseback riding, but specifically excluding any and all motorized vehicles.

**Section 28. Conservation Area.** Each Lot shall have a Conservation Area to provide a natural zone of undisturbed landscape giving privacy, a noise buffer between residences, and a habitat refuge for wildlife. It shall not be trimmed, pruned, cut-back, penetrated, encroached upon, backfilled with soil, or chemically treated in any way, except for the installation, maintenance, and replacement of utilities within the above described utility easements, or unless otherwise approved in writing by the Design Review Committee. Only the trimming and removal of dead or damaged vegetation material are allowed in order to promote healthy growth of existing native vegetation in this area. Any vegetation removed or damaged during construction, or by deliberate action of the Owner shall be replaced at the Owner's expense. If two (2) or more Lots are combined for one (1) homesite and a residence is constructed on such homesite, then the combined area shall be considered as one (1) Lot for purposes determining the Conservation Area described herein unless and until a second residence is constructed on the homesite, in which event the CA shall revert to be as originally created herein. Notwithstanding anything to be contrary contained herein, this provision, shall not be construed to prohibit the maintenance of "clear vision areas"

between the height of three feet (3') and nine feet (9') above the ground level on the corner of two (2) intersecting streets as required by Article II, "Planning", of the City of San Antonio's Unified Development Code. In no event shall the "clear vision area" extend into the Lot beyond the twenty-five feet (25') Fence Setback Line as set forth in Section 25. The Conservation Area of each property is located on the plat survey. Conservation Area, Green Belt, Improved Area, or building envelope will vary due to the elevation, location and features of each property.

Section 29. Improved Area. The Improved Area of a Lot is any portion thereof that is disturbed by the construction of structures, driveways and parking areas, landscaping, and the changing of soil elevation by fill or excavation, or the removal of any native vegetation, in no event shall the Improved Area be larger than fifty percent (50%) of the total area of the Lot. By example, if a Lot consists of four (4) acres, no more than a total of two (2) acres may be improved, while the remaining two (2) acres shall remain in a natural state. Landscaping within the Improved Area should be carefully planned to integrate well with the Native Area, utilizing a combination of indigenous plants, although the addition of non-native planting is allowed. The Design Review Committee suggests the use of foreign plants which are non-invasive when mature, and will not dominate the surrounding Native Area.

Section 30. Native Area or Greenbelt. The Native Area (N.A.) of each Lot shall consist of a minimum of fifty percent (50%) of the total area of the Lot. Lot owners are encouraged to trim and remove underbrush and Juniper in this area while preserving existing trees and mature healthy shrubs, although **no track mounted equipment (e.g., bulldozers) shall be allowed within the N.A. for any purpose.** The use of such equipment will severely damage the natural appearance of the Lot. The addition of native trees, and shrubs is allowed and the sowing of a mix of native grasses is suggested to discourage erosion.

Section 31. Site Lighting. Excessive and obtrusive lighting such as mercury vapor street lights is prohibited. All exterior lighting must provide for complete shielding of light sources; no bare lamps will be permitted. The accent lighting of the building improvements themselves is discouraged but allowed on a low-level illumination basis. Lighting must be directed downward away from the adjacent Lots, street and open spaces. No lighting will be permitted within the N.A. of the Lot, with the exception of low-level entrance lighting. Site lighting must be confined to areas enclosed by walls or other screening devices which minimize the spill of light outside the Improved Area. Security lighting, which by its nature, is bright and of a general nature, will be permitted with the understanding that it will only be used in emergencies.

Section 32. Construction Guidelines. All improvements constructed within the Subdivisions shall meet the City of San Antonio, building, electrical, and plumbing codes. All construction shall observe all applicable OSHA regulations and guidelines. The Lot Owner shall be responsible for the Contractor's compliance with these Construction Guidelines. In addition all Owners shall be responsible for the conduct and

behavior of their agents, representatives, builders, contractors, and subcontractors on the premises of Altair Subdivision.

All contractors/builders shall adhere to the following general construction guidelines:

- (a) the N.A. of the Lot shall be demarcated by a permanent ribbon, chain, or fence in order to enclose the construction site and to protect the N.A.
- (b) Trash and debris shall be removed from each construction site and not be permitted to accumulate. Builders are prohibited from dumping, burying, burning trash on the Lot or anywhere on Altair Subdivision.
- (c) Each Builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets should be located out of sight from the street and from adjacent Lots to extent possible.
- (d) Builders' crew or subcontractors shall not park within the street right-of-way nor within the Fence Setback Line or encroach upon an adjacent Lot.
- (e) No unnecessary loud sounds are allowed, be they from pets or music systems.
- (f) Daily working hours for each construction site shall be from thirty minutes before sunrise to thirty minutes after sunset, Monday through Saturday unless other hours are designated in writing by the Design Review Committee

Section 33. Burning. If cedar or other brush which has been cleared and cut from the Lot may be burned only if such burn piles are located in a minimum of twenty-five feet (25') from the nearest branch or drip line of a tree. Burning should be accomplished on drizzly, wet and windless days. No fire shall be left unattended. A minimum of two people shall be present until all flames are extinguished. Any violation of the burning guidelines shall result in an immediate fine, pursuant to Article X, Section 1, herein. The Design Review Committee reserves the right to expressly prohibit the burning of brush for the overall protection of Altair Subdivision. Burning of trash is prohibited.

Section 34. Gate Operations. Declarant reserves the sole right to establish and maintain the operating times of any electronically operated entrance or exit gates, until such time that the Declarant no longer retains title to a Lot in the Subdivisions. Thereupon, the Board of Directors shall determine the gate operations and procedures.

## ARTICLE IX

### ON-SITE INSPECTIONS

**Section 1. Caves and Sinkholes. Natural caves and sinkholes may occur on some of the Lots in the Subdivision.** Prior to Closing the purchase of the lot, each prospective lot Owner shall inspect the lot and/or obtain the services and advice of a professional inspector to assure himself of the location of any caves and/or sinkholes. Should the buyer complete the purchase of the lot, such lot Owner agrees that such purchase shall evidence the fact that he or a professional inspector acting on his behalf has made an inspection to determine the location of any caves and/or sinkholes.

**Section 2. Site Improvements. Each prospective Lot Owner is hereby notified that the streets in the Subdivision are not public streets, but are private streets within a Planned Unit Development and are not as wide as public streets.** After they have been completed, the street shall be conveyed to the Association, which shall have the responsibility for maintaining them. Although there is a fifty foot (50') street right-of-way indicated on the Subdivision Plat, the paved area can vary from twenty-two feet (22') to eighteen feet (18') at the shoulders in order to maintain the aesthetics, of rural Subdivision and the ambience of country lanes. Declarant has made a concerted effort to preserve native trees along the streets wherever possible. These are sometimes located within the unpaved portion of the street right-of-way. Each prospective Lot Owner should carefully note the width of the paved portion of the streets, the proximity of trees to the pavement, and the location of trees within various esplanades. In completing the purchase of a Lot, the Owner specifically agrees that such purchase shall evidence the following:

- (a) His acknowledgment of the narrow nature of the streets within the Subdivision,
- (b) His acknowledgment of the proximity of the trees to the pavement,
- (c) His assumption of the risk for himself, his family, guests, and all other invitees for whom he may legally do so of driving on narrow streets among trees, without, however, subjecting himself to the claims of invitees as third-party beneficiaries of such agreement.
- (d) His agreement to drive on such streets in a safe manner, given the particular weather conditions that may exist from time to time, in accordance with all traffic laws, rules, and regulations of the State of Texas (the same as of they pertained to private streets), in accordance with all posted traffic signs, warnings, rules and regulations of the Association, and in accordance with the terms of the Declarant, as it may be amended from time to time, and



- (e) His release, to the fullest extent permitted by law, of Declarant, Declarant's partners, officers, directors, contractors, employees, and agents from any liability any of them might otherwise incur to the Owner and/or the Owner's family, guests, and other invitees arising out of or in connection with the narrowness of the paved portion of the streets of the Subdivision or the location of trees within the unpaved portion of the street right-of-ways.
- (f) **Each prospective Lot Owner also is notified that the drainage ditches, culverts and other drainage facilities within the Subdivision are not publicly owned, but are privately owned.** Once they have been completed, the drainage facilities located within the road right-of-way shall be conveyed to the Association, which shall have the responsibility for maintaining them. **Each prospective Lot Owner should carefully note the location of the drainage facilities and any creek beds and 100 year flood plain areas.** In completing the purchase of a Lot, the Owner specifically agrees that such purchase shall evidence the following:
  - (a) His acknowledgment that the drainage ditches, culverts and other drainage features of the Subdivision aren't owned by a public entity, but shall be owned and maintained by the Association;
  - (b) His acknowledgment that he has carefully checked the Plat of the Lot to determine if any of the Lot is affected by a creek bed or a 100 year flood plain area;
  - (c) His assumption of the risk for himself, his family, guest and all other invitees for whom he may legally do so of owning property subject to such drainage facilities, creek beds, and 100 year flood plain areas and knowing the location thereof, without, however, subjecting himself to the claims of invitees as third-party beneficiaries of such agreement;
  - (d) His agreement to refrain from unsafe conduct in the proximity of such drainage facilities, creek beds and 100 year flood plain areas and to carefully supervise the conduct of any children for whom he is responsible who may be in or near such drainage facilities, creek beds, and 100 year flood plain areas; and
  - (e) His release, to the fullest extent permitted by law, of Declarant, Declarant's partners, officers, directors, contractors, employees, and agents from any liability any of them might otherwise incur to the Owner and/or the Owner's family, guests, and other invitees to the Lot arising out of or in connection with his or their unsafe



conduct in the proximity of such drainage facilities, creek beds, or 100 year flood plain areas.

**Section 3. "AS IS, WHERE IS".** Each prospective Lot Owner acknowledges that, Declarant, its officers, employees, brokers, and salesmen, make no express or implied warranties as to the condition of the Lot, in common elements, nor the Subdivision itself. Each prospective Lot Owner is responsible for thoroughly inspecting and examining the Lot in which he is interested and for conducting such investigations, either personally or through professional inspectors, of the Lot as he deems necessary for him to evaluate his purchase. **By completing the purchase of a Lot, each Lot Owners is acknowledging that he is purchasing the Lot on an "AS IS", "WHERE IS" and "WITH ALL FAULTS"** and is further acknowledging the following:

- (a) Water: Each property owner is responsible for drilling there own water well by contracting with a licensed well driller. All wells and pumping facilities will be within set backs on plat or map and conform to Bexar County Public Works, regulations with regards to setbacks from Septic tanks and other properties.
- (b) Septic System: Each Lot Owner is responsible for installing and maintaining his own septic tank system pursuant to all applicable land use regulations, including, but not limited to, those, promulgated by the Bexar County Public Works Department and the Texas Natural Resource Conservation Commission. Declarant has no obligation with respect to sewerage disposal facilities.
- (c) Electricity: Each Lot Owner is responsible for extending electricity into his Lot from a transformer or primary pole location on or near property. Meters must be set on meter poles and cable must run underground to the house. All electrical poles, meter poles, or transformer locations, must be submitted with the site plan for approval. It is desirable that each property maximize the use of underground conduit either by CPS, or contractor to minimize the visual impact of such construction.
- (d) Television Cable: Declarant has no obligation with respect to cable T.V. Declarant has no knowledge as to when or if a cable company might extend cable service to the Subdivision.
- (e) Street: The Association will have the responsibility for maintaining the private streets within the Subdivision once they are completed and conveyed to the Association. The Association also shall maintain general liability insurance covering the streets and all other Common Elements with coverage sufficient to adequately protect the Association, the Owners

and the Declarant from the liability for any accidents which may occur thereon.

If he completes the purchase of a Lot, the Owner specifically agrees that such purchase also shall evidence the following:

- (a) His acknowledgment of the existence in the Subdivision of narrow streets, trees in close proximity to streets, creek beds, 100 year flood plain areas, drainage facilities, caves and/or sinkholes,
- (b) His agreement to accept the risk of such features for himself his family, guest and all other invitees, only to the extent, however, that the law makes such acceptance binding on his invitees without subjecting himself to the claims of invitees as third-party beneficiaries of such agreement,
- (c) His agreement to waive any claim that he may have in the present or the future, whether known or unknown, against Declarant, Declarant's partners, officers, directors, contractors, employees, and agents arising out of the existence within the Subdivision of narrow streets, trees within the unpaved portion of streets rights-of-way, drainage facilities, creek beds, and 100 year flood plain areas, caves and/or sinkholes,
- (d) His agreement to indemnify and hold harmless Declarant, Declarant's partners, officers, directors, contractors, employees, and agents from and against any claim that such Lot Owner or any heir or assign of such Lot Owner might bring against any of them in contravention of his agreements contained in this sentence.

## **ARTICLE X**

### **MISCELLANEOUS**

**Section 1. Enforcement.** Declarant, its successors and assigns, or the Boards of Directors of the Association, shall have the right, but not the obligation, to enforce observance and performance of the restrictions, easements, covenants, and conditions contained herein and, in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all other legal remedies provided herein or by law, to an injunction, either prohibitive or mandatory. The committee, as well as the Owner of any Lot or Lots in the Subdivision, likewise shall have the right to either prevent a breach of any such restrictions or covenant or to enforce the performance thereof. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions. In addition, the Board of Directors shall have the authority to establish a schedule of fines for violations of the Declarant, levy the fine and the right to publicize the name of violators including those delinquent in payment of Association

assessments. The Board of Directors shall notify the Owner of any violation and the amount of the fine in writing and give the Owner a reasonable period of time in which to cure the violation. If the violation is not cured within the reasonable time period, the owner shall bear all costs of enforcement including reasonable attorneys' fees. Any such fine shall be deemed a Special Assessment against the Lot.

Section 2. Limitations of Liability. Neither the Declarant, nor the Design Review Committee, nor any member of such Committee, shall be liable in damages, or otherwise, to anyone submitting plans, specifications, and/or plot plans for approval or to any owner of a Lot in the Subdivision by reasons of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approval or disapproval any plans, specifications, plot plans, or other matters submitted to it or arising out of any other action taken or not taken by them, jointly or severally, pursuant to the provisions of this Declaration.

Section 3. Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 4. Governing Law. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Bexar County, Texas. Any action brought to enforce or construe the terms or provisions hereof to enjoin or require the performance of any act in connection herewith shall be brought in a court of competent jurisdiction sitting in Bexar County, Texas.

Section 5. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or any other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. If any provision of the Declaration should be determined to be invalid, illegal, or otherwise unenforceable, such provision shall be severable from the remainder of the Declaration and the validity, legality, and enforceability of the remainder shall not be adversely affected or impaired thereby and shall remain in full force and effect.

Section 6. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

Section 7. Gender and Grammar. Where required for proper interpretation, words in the singular, whenever used herein, shall be construed to include the plural, and words in the masculine shall include the neuter and the feminine.

Section 8. Laws and Regulations. All owners of any Lot within the Subdivision shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal, or other governmental authorities.

Section 9. Duration. These covenants, conditions, easements, and restrictions shall run with the land and shall be binding upon and against the Subdivision and the Property Owners.

Section 10. Disclaimer by Declarant. EXCEPT AS SPECIFICALLY STATED HEREIN, DECLARANT HAD NOT MADE, DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, SOIL, GEOLOGY, AND THE SUITABILITY THEREOF, AND OF THE PROPERTY, FOR ANY AND ALL ACTIVITIES AND USES WHICH OWNER MAY ELECT TO CONDUCT THEREON, EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR ANY OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME; (II) THE MANNER OF CONSTRUCTION AND CONDITION OF ANY OF THE IMPROVEMENTS ON COMMON AREAS CONSTRUCTED BY DECLARANT; AND (III) THE DESIGNATION OR LOCATION OF GREENBELT OR COMMON AREAS OR THE TYPE OF NATURE OF ANY AMENITIES OR IMPROVEMENTS THAT COULD BE CONSTRUCTED THEREON OTHER THAN ANY AMENITIES OR IMPROVEMENTS SHOWN ON ANY RECORDED PLAT. DECLARANT RESERVES THE RIGHT TO DESIGNATE WHICH OWNERS HAVE THE RIGHT TO USE ANY AMENITIES OR IMPROVEMENTS.

Executed Effective the 18<sup>th</sup> day of May, 2005.

J&P Development, LLC

By: [Signature]

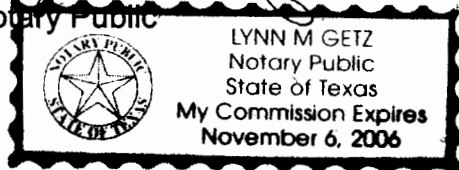
John Jewett

COUNTY OF BEXAR §

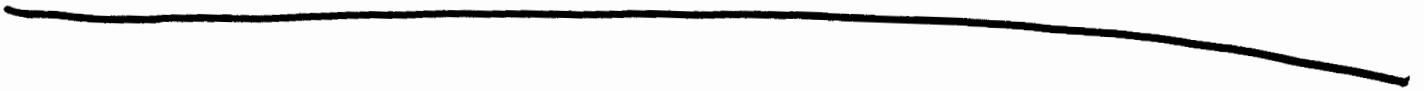
THE STATE OF TEXAS §

This instrument was acknowledged before me on May 18, 2005 by John Jewett managing member of J&P Development, Inc.

[Signature]  
Notary Public



## **APPENDIX**



**APPENDIX**

9.023 acres out of the G.E. Adamson Survey No. 920  
(Appendix A).

110.625 acres out of the G.E. Adamson Survey No. 920  
(Appendix B).

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## Sinclair & Associates, Inc.

8026 Vantage, Suite 215  
San Antonio, Texas 78230  
210-341-4518

Job No. S200415244-7

August 2, 2004  
Revised February 7, 2005  
Revised May 13, 2005

9.023 acres out of the  
G.E. Adamson Survey No. 920  
Abstract 1255  
County Block 4614, the  
Albert Liebe Survey No. 912  
Abstract 1053  
County Block 4613 and the  
Hugo Liebe Survey  
Abstract 1054  
County Block 4699

THE STATE OF TEXAS  
COUNTY OF BEXAR

### FIELDNOTES OF A SURVEY OF

9.023-acres out of the G.E. Adamson Survey No. 920, Abstract 1255, County Block 4614, the Albert Liebe Survey No. 912, Abstract 1053, County Block 4613 and the Hugo Liebe Survey, Abstract 1054, County Block 4699, Bexar County, Texas, being portions of a 64.768-acre tract of land described in deed of record in Volume 9976 at page 1145 of the Real Property Records of Bexar County, Texas and a 47.54-acre tract of land described in deed of record in Volume 10812 at page 1011 of the Real Property Records of Bexar County, Texas and being more particularly described by metes and bounds, as surveyed, as follows:

Beginning at an ½" iron bar with an orange Sinclair and Associates cap set in ground in the north boundary line of a 64.768-acre tract of land described in deed of record in Volume 9976 at page 1145 of the Real Property Records of Bexar County, Texas and the south boundary line of a 101.152-acre tract of land described in deed of record in Volume 5503 at page 763 of the Real Property Records of Bexar County, Texas, for the northwest corner of this tract, whence a

concrete monument found set in the ground, the northwest corner of said 64.768-acre tract and the southwest corner of said 101.152-acre tract bears N 89°54'50" W a distance of 518.00 feet;

Thence S 89°54'50" E with the north boundary line of said 64.768-acre tract and the south boundary line of said 101.152-acre tract a distance of 1,676.82 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground for a corner of this tract;

Thence S 0°04'00" W crossing said 64.768-acre tract a distance of 346.26 feet to a point for a corner of this tract;

Thence S 44°55'42" E a distance of 35.36 feet to a point for a corner of this tract;

Thence S 89°55'25" E a distance of 600.39 feet to a point for a corner of this tract;

Thence S 74°00'13" E a distance of 115.89 feet to a point for a corner of this tract;

Thence N 61°29'56" E a distance of 209.90 feet to a point for a corner of this tract;

Thence S 60°00'09" E a distance of 165.45 feet to a point for a corner of this tract;

Thence S 34°39'48" E crossing said 64.768-acre tract and a 47.54-acre tract of land described in deed of record in Volume 10812 at page 1011 of the Real Property Records of Bexar County, Texas a distance of 302.36 feet to a point for a corner of this tract;

Thence S 48°05'32" E crossing said 64.768-acre tract a distance of 99.86 feet to a point for a corner of this tract;

Thence S 83°32'42" E a distance of 82.19 feet to a point for a corner of this tract;

Thence N 45°02'15" E a distance of 176.07 feet to a point for a corner of this tract;

Thence N 0°05'23" E a distance of 67.57 feet to a point in a north boundary line of said 64.768-acre tract and the south boundary line of said 47.54-acre tract for a corner of this tract;

Thence N 46°28'19" E crossing said 47.54-acre tract a distance of 41.07 feet to a point in the arc of a curve having a radius of 70.00 feet for a corner of this tract, whence the center of said curve having a radius of 70.00 feet bears N 28°19'09" E;

Thence curve right in a northerly direction along the arc of said curve having a radius of 70.00 feet, through a central angle of 87°20'46", a distance of 106.71 feet to a point for a corner of this tract:

Thence N 25°39'55" E a distance of 128.60 feet to a point in the arc of a curve having a radius of



100.00 feet for a corner of this tract, whence the center of said curve having a radius of 100.00 feet bears N 64°20'04" W;

Thence curve left in a northerly direction along the arc of said curve having a radius of 100.00 feet, through a central angle of 39°39'12", a distance of 69.21 feet to a point for a corner of this tract:

Thence N 13°59'16" W a distance of 33.43 feet to a point in the arc of a curve having a radius of 119.99 feet for a corner of this tract, whence the center of said curve having a radius of 119.99 feet bears N 76°00'41" E;

Thence curve right in a northerly direction along the arc of said curve having a radius of 119.99 feet, through a central angle of 28°55'10", a distance of 60.57 feet to a point for a corner of this tract:

Thence N 14°55'48" E a distance of 1.93 feet to a point in the arc of a curve having a radius of 75.00 feet for a corner of this tract, whence the center of said curve having a radius of 75.00 feet bears N 75°04'11" W;

Thence curve left in a northerly direction along the arc of said curve having a radius of 75.00 feet, through a central angle of 46°11'26", a distance of 60.46 feet to a point for a corner of this tract:

Thence N 31°15'35" W a distance of 213.81 feet to a point for a corner of this tract;

Thence S 82°06'13" E a distance of 69.27 feet to a point for a corner of this tract;

Thence S 0°36'40" E a distance of 26.90 feet to a point for a corner of this tract;

Thence S 31°15'35" E a distance of 146.93 feet to a point in the arc of a curve having a radius of 115.00 feet for a corner of this tract, whence the center of said curve having a radius of 115.00 feet bears S 58°44'24" W;

Thence curve right in a northerly direction along the arc of said curve having a radius of 115.00 feet, through a central angle of 46°11'24", a distance of 92.71 feet to a point for a corner of this tract:

Thence S 14°55'48" W a distance of 1.93 feet to a point at the point of curve of a circular curve to the left having a radius of 80.00 feet for a corner of this tract;

Thence curve left in a southerly direction along the arc of said curve having a radius of 80.00 feet, through a central angle of 28°55'04", a distance of 40.38 feet to a point for a corner of this tract:

Thence S 13°59'16" E a distance of 33.43 feet to a point in the arc of a curve having a radius of 140.00 feet for a corner of this tract, whence the center of said curve having a radius of 140.00 feet bears S 76°00'44" W;

Thence curve right in a southerly direction along the arc of said curve having a radius of 140.00 feet, through a central angle of 39°39'12", a distance of 96.89 feet to a point for a corner of this tract:

Thence S 25°39'55" W a distance of 128.60 feet to a point in the arc of a curve having a radius of 29.69 feet for a corner of this tract, whence the center of said curve having a radius of 29.69 feet bears S 63°21'34" E;

Thence curve left in a southeasterly direction along the arc of said curve having a radius of 29.69 feet, through a central angle of 117°46'33", a distance of 61.02 feet to a point for a corner of this tract:

Thence N 89°56'02" E a distance of 251.44 feet to a point for a corner of this tract;

Thence N 0°03'58" W a distance of 20.00 feet to a point for a corner of this tract;

Thence N 89°56'02" E a distance of 244.46 feet to a point for a corner of this tract;

Thence N 46°00'06" E a distance of 393.51 feet to a point for a corner of this tract;

Thence N 0°13'37" W a distance of 20.00 feet to a point for a corner of this tract;

Thence N 89°46'23" E a distance of 501.50 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground in the west right-of-way line of Scenic Loop Road and the east boundary line of said 47.54-acre tract for the northeast corner of this tract;

Thence S 0°23'01" E with the west right-of-way line of Scenic Loop Road and the east boundary line of said 47.54-acre tract a distance of 100.00 feet to an iron bar found set in the ground, the southeast corner of said 47.54-acre tract and the northeast corner of a 2.510-acre tract of land described in deed of record in Volume 3968 at page 881 of the Real Property Records of Bexar County, Texas for the southeast corner of this tract;

Thence S 89°46'23" W with a south boundary line of said 47.54-acre tract and the north boundary line of said 2.510-acre tract at 398.01 feet an iron bar found set in the ground, a reentrant corner of said 47.54-acre tract and the northwest corner of said 2.510-acre tract, and continuing on the same course and by the same count crossing said 47.54-acre tract an overall distance of 469.64 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground for a corner of this tract;

Thence S 41°53'04" W a distance of 367.22 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground in the south boundary line of said 47.54-acre tract and the north boundary line of an 8.51-acre tract of land described in deed of record in Volume 9976 at page 1145 of the Real Property Records of Bexar County, Texas for a corner of this tract;

Thence S 89°56'02" W with the south boundary line of said 47.54-acre tract and the north boundary line of said 8.51-acre tract a distance of 569.31 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground, a northeast corner of said 64.768-acre tract and the northwest corner of said 8.51-acre tract for a corner of this tract;

Thence S 0°05'23" W with an east boundary line of said 64.768-acre tract and the west boundary line of said 8.51-acre tract a distance of 92.39 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground for a corner of this tract;

Thence S 45°02'15" W crossing said 64.768-acre tract a distance of 229.77 feet to a point for a corner of this tract;

Thence N 83°32'42" W a distance of 130.25 feet to a point for a corner of this tract;

Thence N 48°05'32" W a distance of 125.61 feet to a point for a corner of this tract;

Thence N 34°39'48" W a distance of 295.93 feet to a point for a corner of this tract;

Thence N 60°00'09" W a distance of 118.36 feet to a point for a corner of this tract;

Thence S 61°29'56" W a distance of 200.84 feet to a point for a corner of this tract;

Thence N 74°00'13" W a distance of 132.05 feet to a point for a corner of this tract;

Thence N 89°55'25" W a distance of 776.99 feet to a point for a corner of this tract;

Thence N 0°04'00" E a distance of 60.00 feet to a point for a corner of this tract;

Thence S 89°55'25" E a distance of 100.00 feet to a point for a corner of this tract;

Thence N 0°04'00" E a distance of 346.27 feet to a point for a corner of this tract;

Thence N 44°55'25" W a distance of 35.36 feet to a point for a corner of this tract;


Thence N 89°54'50" W a distance of 1,576.82 feet to a point for a corner of this tract;

Thence S 45°04'35" W a distance of 21.21 feet to a point for a corner of this tract;

Thence N 0°04'00" E a distance of 75.00 feet to the point of beginning.

Containing 9.023-acres (393,023 square feet) of land, more or less.

SINCLAIR & ASSOCIATES, INC.

A handwritten signature in cursive script, appearing to read "Lemuel T. Sinclair".

Lemuel T. Sinclair,  
Registered Professional Land  
Surveyor No. 5142

LTS

cc: file

# **Sinclair & Associates, Inc.**

8026 Vantage, Suite 215  
San Antonio, Texas 78230  
210-341-4518

Job No. S200415244-9

March 7, 2005

110.625 acres out of the  
G.E. Adamson Survey No. 920  
Abstract 1255  
County Block 4614, the  
Albert Liebe Survey No. 912  
Abstract 1053  
County Block 4613 and the  
Hugo Liebe Survey  
Abstract 1054  
County Block 4699

THE STATE OF TEXAS  
COUNTY OF BEXAR

## **FIELDNOTES OF A SURVEY OF**

110.625-acres out of the G.E. Adamson Survey No. 920, Abstract 1255, County Block 4614, the Albert Liebe Survey No. 912, Abstract 1053, County Block 4613 and the Hugo Liebe Survey, Abstract 1054, County Block 4699, Bexar County, Texas, consisting of a portion of a 64.768-acre tract of land described in deed of record in Volume 9976 at page 1145 of the Real Property Records of Bexar County, Texas and all of that 47.54-acre tract of land described in deed of record in Volume 10812 at page 1011 of the Real Property Records of Bexar County, Texas and being more particularly described by metes and bounds, as surveyed, as follows:

Beginning at a concrete monument found set in ground, the northwest corner of a 64.768-acre tract of land described in deed record in Volume 9976 at page 1145 of the Real Property Records of Bexar County, Texas and the southwest corner of a 101.152-acre tract of land described in deed record in Volume 5503 at page 763 of the Real Property Records of Bexar County, Texas, for the northwest corner of this tract;

Thence S 89°54'50" E with the north boundary line of said 64.768-acre tract and the south boundary lines of said 101.152-acre tract and a 56.678-acre tract of land described in deed of record in Volume 8761 at page 1677 of the Real Property Records of Bexar County, Texas a

distance of 3,306.40 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground in the west boundary line of a 47.54-acre tract of land described in deed of record in Volume 10812 at page 1011 of the Real Property Records of Bexar County, Texas, the northeast corner of said 64.768-acre tract and the southeast corner of said 56.678 acre tract, for a reentrant corner of this tract;

Thence N 0°36'40" W with the west boundary line of said 47.54-acre tract and the east boundary lines of said 56.678-acre tract a distance of 750.32 feet to an iron bar found set in the ground, the northwest corner of said 47.54-acre tract, for the northwest corner of this tract;

Thence N 89°30'08" E with the north boundary line of said 47.54-acre tract a distance of 1,628.70 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground in the west right-of-way line of Scenic Loop Road, the northeast corner of said 47.54-acre tract, for the northwest corner of this tract;

Thence S 3°55'53" W with the west right-of-way line of Scenic Loop Road and an east boundary line of said 47.54-acre tract a distance of 68.14 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground, a corner of said 47.54-acre tract, for a corner of this tract;

Thence S 6°04'40" E with the west right-of-way line of Scenic Loop Road and an east boundary line of said 47.54-acre tract a distance of 160.41 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground, a corner of said 47.54-acre tract, for a corner of this tract;

Thence S 16°41'40" E with the southwest right-of-way line of Scenic Loop Road and the northeast boundary line of said 47.54-acre tract a distance of 369.39 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground, a corner of said 47.54-acre tract, for a corner of this tract;

Thence S 1°56'40" E with the west right-of-way line of Scenic Loop Road and an east boundary line of said 47.54-acre tract a distance of 263.63 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground, a corner of said 47.54-acre tract, for a corner of this tract;

Thence S 0°23'01" E with the west right-of-way line of Scenic Loop Road and the east boundary line of said 47.54-acre tract a distance of 161.23 feet to an iron bar found set in the ground, the southeast corner of said 47.54-acre tract and the northeast corner of a 2.510-acre tract of land described in deed of record in Volume 3968 at page 881 of the Real Property Records of Bexar County, Texas for the southeast corner of this tract;

Thence S 89°46'23" W with a south boundary line of said 47.54-acre tract and the north boundary line of said 2.510-acre tract at 398.01 feet an iron bar found set in the ground, a reentrant corner of said 47.54-acre tract and the northwest corner of said 2.510-acre tract, and continuing on the same course and by the same count crossing said 47.54-acre tract an overall distance of 469.64 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the

ground a corner of this tract;

Thence S 41°53'04" W a distance of 367.22 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground in the south boundary line of said 47.54-acre tract and the north boundary line of an 8.51-acre tract of land described in deed of record in Volume 9976 at page 1145 of the Real Property Records of Bexar County, Texas for a corner of this tract;

Thence S 89°56'02" W with the south boundary line of said 47.54-acre tract and the north boundary line of said 8.51-acre tract a distance of 569.31 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground, a northeast corner of said 64.768-acre tract and the northwest corner of said 8.51-acre tract for a corner of this tract;

Thence S 0°05'23" W with an east boundary line of said 64.768-acre tract and the west boundary line of said 8.51-acre tract a distance of 92.39 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground for a corner of this tract;

Thence S 5°02'15" W crossing said 64.768-acre tract a distance of 272.52 feet to an ½" iron bar with an orange Sinclair & Associates cap set in the ground in the south boundary line of said 64.768-acre tract and the north boundary line of a 63.192-acre tract of land described in deed of record in Volume 10893 at page 992 of the Real Property Records of Bexar County, Texas for the southeast corner of this tract;

Thence N 89°56'00" W with the south boundary line of said 64.768-acre tract and the north boundary line of said 63.192-acre tract a distance of 3,660.05 feet to a concrete monument found set in the ground, the southwest corner of said 64.768-acre tract and the northwest corner of said 63.192-acre tract, for the southwest corner of this tract;

Thence N 5°48'18" E with the west boundary line of said 64.768-acre tract a distance of 807.30 feet to the point of beginning.

Containing 110.625-acres (4,818,829 square feet) of land, more or less.

Doc# 20050109742 Fees: \$106.00  
05/19/2005 1:25PM # Pages 47  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERRY RICKHOFF COUNTY CLERK

SINCLAIR & ASSOCIATES, INC.



Lemuel T. Sinclair,  
Registered Professional Land  
Surveyor No. 5142

LTS  
cc: file

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law  
STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

Page 2 of 3

MAY 19 2005

S-200415244-9



  
COUNTY CLERK BEXAR COUNTY, TEXAS

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS  
OF ALTAIR SUBDIVISION**

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

The Declaration of Covenants, Conditions, Easements and Restrictions of Altair Subdivision recorded at Volume 11402, Page 1386, *et seq.*, Official Public Records of Real Property of Bexar County, Texas, is hereby amended as follows:

I.

Article VI, Section 7, is amended to read as follows:

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of January of each year. Assessments will be due upon closing and prorated by month to January 1st of the following year. The assessments for each calendar year shall be collected as the Board of Directors of the Association shall determine. The due date of any special assessment under Section 6 hereof shall be fixed in the resolution authorizing such assessment; provided, however, that such date shall be at least thirty days after the date of billing.

II.

Article VI, Section 9, is amended by the addition of the following provision:

Section 9. Effect Non-Payment of Assessments: The Lien: Remedies of the Association. If the assessments are not paid on the date due, then such assessment together with late fees thereon and cost of collection thereof as provided herein, shall become delinquent and shall become a continuing lien on the Lot. If the assessment is not paid within thirty days after the due date, then it shall be delinquent. Delinquent assessments shall automatically be subject to late fees, in the amount of \$50.00 for the first month of delinquency, \$100.00 for the second month of delinquency, and \$200.00 for each month of delinquency following the second, all of which fees shall be and is hereby secured by a lien on the assessed Lot. There shall be added to the amount of such assessments all reasonable expenses of collection, including the costs of preparing and filing the complaint, reasonable attorneys' fees and costs of suit. No account may be referred to a collection agency or attorney for



collection unless it has balance that is, all or in part, at least twelve months delinquent.

II.

Article VIII, Section 5, is amended by the addition of the following provision:


Notwithstanding anything to the contrary in the Declaration, no Lot, or any portion thereof, may be leased or rented for any term of less than six months, except for leases between buyers and sellers incident to the sale of a home.

The foregoing was approved by Owners' entitled to cast sixty-seven percent (67%) of all votes of the Association at a duly-called meeting of the members, as certified by the signatures of the President and Secretary of the Association below.

Signed this 30 day of May, 2017.

ALTAIR PROPERTY OWNER'S ASSOCIATION, INC.

  
By: Jerry W. Rumpf, President

  
By: Matthew Gray, Secretary

STATE OF TEXAS

§

§

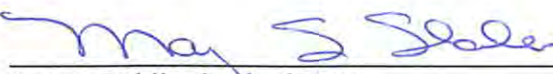
COUNTY OF BEXAR

§

Before me, the undersigned notary public, on this day personally appeared Jerry W. Rumpf, acting on behalf of Altair Property Owners' Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 30 day of May, 2017.



  
Notary Public, State of Texas

STATE OF TEXAS

§  
§  
§

COUNTY OF BEXAR

Before me, the undersigned notary public, on this day personally appeared Matthew Gray, acting on behalf of Altair Property Owners' Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 30 day of May, 2017.



Mary S Slater  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

Altair Property Owners' Association, Inc.  
22079 Scenic Loop Road  
San Antonio, TX 78255

6112001/1518096

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law  
STATE OF TEXAS, COUNTY OF BEXAR  
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

**MAY 31 2017**



Gerard C. Rickhoff  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20170103266 Fees: \$34.00  
05/31/2017 8:30AM # Pages 3  
Filed & Recorded in the Official  
Public Records of BEXAR COUNTY  
GERARD C. RICKHOFF COUNTY CLERK